

1. Rent, Term and Payments Other than Rent.....	1
2. Materials Attached and/or Incorporated by Reference	2
3. Utilities, Equipment and Services	2
4. Redetermination of Rent, Dwelling Size and Eligibility.....	3
5. Resident's Obligations	4
6. Obligations of Management.....	6
7. Repairs to Premises	7
8. Entry	7
9. Notice	7
10. Termination	7
11. Abandonment and Abandoned Property.....	9
12. Non-Liability	9
13. Controlling Law.....	10
14. Non-waiver of Rights	10
15. Resident Grievance Procedure.....	10
16. Complete Agreement.....	10
17. Severability.....	11

THIS LEASE AGREEMENT (called the "Lease") is between the East Chicago Housing Authority, herein referred to as "Management" or the "ECHA", and the Resident(s) named in this Lease, herein referred to as "Resident".

I. Rent, Term and Payments Other than Rent

- A. The ECHA relies upon Resident's statements as to employment, income and family composition in Resident's Application for Admission, as modified by Resident's most recent *Application for Occupancy* to determine rent payment as specified in this Lease.
- B. Subject to the provisions of this Dwelling Lease, Resident shall have the right to exclusive use and occupancy of the Premises.
- C. Unless terminated as provided in Section 10 of this Lease renews itself from month to month on the same terms and conditions and at the monthly rent specified in this Lease. Rent is payable in advance on the first day of each month unless otherwise provided in the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing*, except that:
 1. Rent may be changed as provided in Section 4 of this part of the Lease.
 2. A late charge of \$25.00 shall be due and payable immediately for all rent not received within the first five (5) days of the month. However, this provision shall not serve as a Waiver of ECHA's right to find the Resident in default under this agreement for failing to make complete and timely payments.
- D. At the time of execution of this Lease, Resident shall deposit with Management the sum specified in this Lease as security for Resident's faithful performance of the conditions of this Lease, unless otherwise provided in Section 8 (I.E.) of the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this lease by reference. This deposit is to ensure the faithful performance of the lease provisions and to provide for any damages and unpaid rent at the termination of the Lease. This deposit in no way should be construed as prepayment of the last month's rent. Upon termination of this Lease, the deposit, and any accrued rent and damages due will be itemized in a written notice given to Resident within forty-five (45) days after Premises are vacated. Any balance of said deposit after retaining any portion of said deposit to satisfy rent arrearage, or charges to the tenant for damages, interest, expenses, storage or late fees, will be refunded to Resident with such notice.
- E. Resident will promptly pay the monthly rent due in full and in the manner and at the place provided in the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* and the Rules and Regulations incorporated in this Lease by reference. Resident's failure to pay the full amount of any installment when due shall constitute a default.

- F. Payment of the rent shall be an independent covenant. At Management's option and without notice, monies received from the Resident may at any time be applied first to non-rent obligations of the Resident, then to rent, regardless of notations on checks or money orders and regardless of when the obligation(s) arose.
- G. Other payments due under this Lease may be due to the following charges for sales, service, repairs or other costs properly incurred by Management on behalf of the Resident:
1. Charges will be made to Resident for the repair of damage to Premises, development buildings, facilities or common areas caused by Resident, someone in Resident's household or Resident's guests as provided in Section 5 of this Lease, and the procedure *Schedule of Charges for Maintenance and Repairs* incorporated in this Lease by reference.
 2. Legal costs, including attorneys' fees properly incurred by Management in attempting to collect any charges, including rent, due Management, will be charged to Resident and Resident will pay such charges in full when due.
 3. Water bills and associated late fees.
- H. Resident has inspected the premises and is satisfied with its physical condition. Except as otherwise specified in this lease or in the move in condition checklist:
1. The resident(s) taking possession of the premises shall be conclusive evidence of receipt thereof in good order and repair; and
 2. That resident agrees that upon termination of the lease, the premises is in as good repair and condition as it existed at the date of execution of the lease, with reasonable wear and tear accepted.
- I. All payments for charges, other than for rent, in this section shall become due and payable fourteen (14) calendar days after billing.

II. Materials Incorporated by Reference

The *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing; Schedule of Charges for Maintenance and Repairs; Move-in/Move-out Procedures; "One Strike" Policy; Pet Policy; Security Deposit Policy; Extermination Procedures; Housekeeping Standards; Smoke Detector Policy; House Rules; and Guest Procedures* are incorporated by reference and made a part of this Lease. All of these documents will be located in the management office and are available for Resident's inspection during normal business hours, and may be modified as provided in this Lease.

III. Utilities, Equipment and Services (Water and electricity, hereinafter called "utilities")

- A. Management agrees to furnish:
- Water to all units except where tenant pays water and sewage bills.
 - Electricity and gas to all units except where tenant pays for electricity and gas.
- B. Management agrees to furnish, without additional cost to Resident and to replace as needed (subject to the obligations of Resident under this Lease), the following equipment:
- a range
 - a refrigerator
 - water heater(s)
 - smoke detectors
 - window screens
 - screen doors
 - door locks
- C. Management agrees to furnish the following services:
1. Repair and/or replacement as necessary of all damages to Premises and equipment provided by the Management. If the damage is caused by Resident, member(s) of Resident's household or guest(s), then the Resident will be charged for the

- costs of the repair or replacement.
2. Extermination services as provided in the *Extermination Procedures* located in the Management Office.

IV. Redetermination of Rent, Dwelling Size and Eligibility

- A. Once each year when requested by Management, and also without such a request within ten (10) days after any change in Resident's family income, employment or family composition, Resident agrees to furnish to Management, on forms supplied by Management, complete and accurate information for use by Management in determining whether the Resident's rent should be changed, whether the dwelling size is appropriate and whether Resident is eligible for continued occupancy. Such determinations shall be made in accordance with the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this Lease by reference.
- B. If an increase or decrease in rent is warranted by such determination; it shall be effective after the month in which the change in the factors upon which the rent is based occurred, as follows:
- If an increase, your rent will change on the first day of the second month thereafter
 - If a decrease, your rent will change on the first day of the first month thereafter if submitted before the 15th of the previous month
 - If a decrease is submitted on the 15th or after, your rent will change on the first day of the second month
 - Resident will receive from Management a written thirty (30) day notice prior to the increase in rent
 - Resident will receive written notice from Management before the effective date of the rent change
- C. If Management finds that the information submitted in Resident's *Application for Admission* or that information in any submission required by this Section is incorrect and Resident's rent has been less than it would have been if based on correct information, Management shall increase the rent to the proper amount. Such increase shall be effective as of the first day of the first month following the month for which the deficiency existed. If Management finds that Resident has misrepresented the facts on which the rent has been based, or if Resident fails to furnish the information as required by this Section, Management may terminate this Lease as provided in Section 10 of this lease. Management shall place a retroactive rent charge on Resident's account. The retroactive rent charge will be based on any deficiency between the rent charged and rent, which should have been charged, based on accurate income information. Management may permit Resident to remain in Premises only with the rent increased to the proper amount, and if Resident also pays any such deficiency in rent in accordance with *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* located in the management office.
- D. Welfare sanctions and rent - For residents in public housing receiving TANF, the Resident's family rent will not be reduced when income goes down because of welfare agency sanctions.
- E. Choice of rental payment - the ECHA shall develop both a flat rent and an income-based rent schedule and provide families with an annual choice between the two types of rent. The ECHA's rental policy shall encourage and reward employment and economic self-sufficiency. If a family chooses a flat rent payment, but is later unable to pay that amount because of financial hardship, the ECHA shall allow the family to switch immediately to an income-based rent.
- F. Earned Income Disregard - For public housing residents, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) allows the ECHA to disregard earned income for 12 months after new employment and to phase in rent increases after that. In other words, a family's rent could not be increased for one year, and rent increases in the second year would be limited, when a family member who was unemployed for a period of 12 consecutive months or on TANF for 6 months gets a job.

G. Notice of any increase or decrease in rent made as provided in this Section shall be delivered to Resident or be sent to Resident by prepaid first-class mail enclosed in an envelope. The notice shall include:

1. The new rent and the date it has or will become effective;
2. The calculations upon which Resident's new rent is determined, including the amount of family income, family composition and any other factors considered by Management;
3. Reference to Resident's right to request a hearing under the *Resident Grievance Procedure*, if the predetermination is disputed.

II. If Management determines in accordance with the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* that the size of the dwelling unit is no longer appropriate for Resident's occupancy, it shall give Resident written notice of such determination, and Resident shall move to another dwelling unit of appropriate size within a ECHA agency, if available, within five (5) days after receipt by Resident of such notice.

I. If Management determines that Resident's family income has increased beyond the Flat Rent for continued occupancy according to the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this Lease, it shall so notify Resident. During rent re-determination, resident may choose to pay flat rent and remain in Premises and this Lease will remain in effect until Resident's next rent re-determination in accordance with the flat rent policy, when Resident's eligibility for continued occupancy will be reviewed again. Until such time, Resident's rent will be as determined in accordance with the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this Lease.

V. Resident's Obligations

A. Responsibilities - In addition to other obligations of Resident under this Lease, Resident agrees to accept full responsibility for the Resident, all members of the Resident's household and all guests and:

1. Not to assign this Lease or to sublease Premises.
2. Not to provide accommodations for boarders or lodgers.
3. To use Premises continuously and solely as a private dwelling for Resident and Resident's household as identified in this Lease, which use shall include the reasonable accommodation of Resident's guests or visitors for a period not to exceed a total of fourteen (14) days in a twelve month period beginning at the date of this lease, unless Management has given its written consent to a longer period, and, with the written consent of Management, may include care of foster children and care of a member of Resident's family, and not to use or to permit its use for any other purpose.
4. To abide by necessary and reasonable *House Rules* (See House Rules) set forth by Management for the benefit and well-being of the housing community and the Residents. The rules shall be located in the Management Office, and are incorporated in this Lease by reference.
5. To sign a *Community Service or Family Self-Sufficiency Improvement Plan* which commits Resident household to full participation in the ECHA's resident community service or economic development initiatives. Participation is mandatory for the duration of Resident's tenancy.
6. To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety.
7. To keep Premises and other such areas as may be assigned to Resident for Resident's exclusive use in a clean and safe condition including the yard care specified in *this Lease*.
8. To dispose of all garbage, rubbish, and other waste from Premises in a safe and sanitary manner in accordance with the ECHA's *Trash Disposal Rules and Procedures*. Resident agrees to contain large furniture items between collection days and to dispose of the items on trash days only.

9. To use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other services and facilities.
10. Not to install major electrical appliance, air conditioning units, freezers, extras refrigerators, washers, dryers, etc., without the written permission of the ECHA.
11. To refrain from, and to cause Resident's household and guests to refrain from destroying, defacing, damaging, or removing any part of Premises or the development.
12. To pay, in accordance with *Schedule of Charges for Maintenance and Repairs* incorporated in this Lease by reference, charges, other than for reasonable wear and tear, for the repair of damage to Premises, development buildings, facilities, common areas or other property owned by Management caused by Resident, members of Resident's household or guests either by acts of commission (e.g. holes in the walls, broken fixtures, broken windows, and other damages) and/or acts of omission and/or neglect of sanitation of appliances/floors (i.e. failure to carry out resident maintenance responsibilities identified in the lease).
13. At the termination of this Lease, to leave Premises clean and in good repair, reasonable wear and tear accepted. Wear and tear is defined as deterioration of the unit that can normally be expected during the course of occupancy and is not caused by acts or neglect of the resident, family members, or guests. If Resident fails to do so, Management may do the necessary work and charge the costs of such work against the security deposit as required by *this Lease*. If the cost exceeds the amount of the security deposit available for such payment, Resident shall pay the difference to Management within 45 days of the date of move out.
14. At the termination of this Lease, Resident gives the ECHA permission to remove from the dwelling unit any personal property left in the unit, dispose of such property, and pay a Removal Fee (*See Maintenance Cost Sheet) in accordance with the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing*.
15. To act and cause other person(s) who are on Premises with Resident's consent to act in a manner which will not disturb Resident's neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining Premises and the development in a decent, safe and sanitary condition.
16. To refrain from illegal or other activity which impairs the physical or social environment of the development.
17. To permit Management entrance to Premises for the purpose of performing periodic inspections, extermination, special inspections, emergencies, and routine maintenance, for making improvements or repairs or to show Premises for re-leasing.
18. To notify management immediately upon observing infestation/vermin.
19. To promptly notify Management of known need for any repairs to Premises and not make any repairs or changes to Premises.
20. To furnish information and certifications regarding family income and composition necessary to enable Management to predetermine Resident's rent, appropriate dwelling size and eligibility for continued occupancy. Resident and all adult household members must appear at the annual recertification interview to provide necessary information and certifications.
21. To act in an orderly manner in dealings with Management and/or other residents and not to harass or retaliate against Management and/or other residents in any way so long as Management and/or other residents reasonably and peacefully exercise any right granted under this Lease. To refrain from engaging in or acting in a Threatening, violent, or abusive behavior toward ECHA personnel:
Abusive or violent behavior towards ECHA personnel, and/or Residents includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
22. To refrain from the illegal use and/or illegal possession on Management's property of guns, firearms (operable or inoperable), pellet guns, nun chucks, or similar

- instruments, blackjacks and explosive devices or any other weapon defined under State or local law. No assault rifles are permitted on any ECHA property. To notify Management upon admission or immediately upon purchase of a firearm. To fully cooperate with ECHA and law enforcement regarding ECHA firearm procedure.
23. To cause household members and guest to refrain from the use, sale and/or possession of illegal drugs as defined by Section 102 of the Controlled Substance Act (21 USC 802) on or off premises.
 24. To refrain from committing any act of physical violence to persons or property on or off premises.
 25. To refrain from use of alcoholic beverages in common areas of the development including community spaces, sidewalks, grounds and parking lots.
 26. To refrain from the use and breakage of glass containers in common areas of the development including community spaces, sidewalks, grounds and parking lots.
 27. To refrain from loitering in common areas of the development including community spaces, hallways, sidewalks, grounds and parking lots.
 28. To keep any areas assigned to the Resident in a clean and safe condition including the yard care specified in *this Lease*.
 29. To refrain from smoking in designated smoke-free facilities. (See House Rules)
 30. Not to change or install entry locks or install locks on interior doors.
 31. To provide Management with thirty (30) days (ie: January 1st -- January 31st), one full calendar month, advance written notice of termination of this lease with a proper *Notice of Intent to Vacate Premises* form. The resident is also required to attend the move-out inspection as per the Move-in/Move-out Procedures. If the Resident elects not to attend the Move-out inspection, the ECHA reserves the right to assess charges based on the condition of the premises at the time of the inspection and proceed to collect the assessed charges. Failure of the resident to clear charges assessed as a result of the move-out inspection and other charges is a basis for the ECHA's refusal to lease any premises to the resident and any other adult lease holder (18 years and older) of this Lease at any future time. In the event the head of household expires, the family will be allowed five (5) days to remove the personal belongings from the unit. Any additional time will be at the expense of the family.
 32. To retain the obligation for the premises until such time as the keys are returned to the ECHA. Transferring the possession of the keys to another person(s) does not relieve the Resident of any obligation under this lease.
 33. Refrain from erecting or hanging radio or television antennae or satellite dishes on any part of the building or premises.
 34. Refrain from displaying signs of any type on the premises (ie: lawn or roof).

B. **Community Service and Self-Sufficiency Participation** - This requirement shall be implemented upon the issuance of final rule by HUD and will require each adult members of the family to participate in a minimum of 8 hours a month in community service or economic self-sufficiency training. This does not apply to elderly persons, disabled persons, persons already working, persons exempt from work requirements under State welfare to work programs, or persons receiving assistance under a State program that have not been found to be in noncompliance with such a program. The ECHA shall refuse to renew the resident's 12-month lease for failure to satisfy this requirement. ECHA enforces XII. Non-Liability in such community services cases.

C. **Terminations and evictions** - Residents evicted for non-compliance of Section 5A of the lease, will no longer have a contractual interest in the property and shall be placed on a no-trespass list at the discretion of the ECHA management. Residents of public housing shall have their leases terminated and be subject to expedited eviction for violent or drug-related criminal activity and felony convictions. Families evicted for drug-related criminal activity from public housing, tenant-based Section 8, or other federally assisted units are prohibited from being readmitted for 7 years.

VI. Obligations of Management

- A. In addition to other obligations of Management under this Lease, Management agrees:
1. To maintain premises and the development in a decent, safe and sanitary condition.
 2. To comply with requirements of applicable Indiana State building and housing codes and regulations of the U.S. Department of Housing and Urban Development that materially affect health and safety.
 3. To make necessary repairs to the premises.
 4. To keep development buildings, facilities and common areas not otherwise assigned to Resident for maintenance and upkeep in a clean and safe condition.
 5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, ventilating, facilities and appliances, supplied or required to be supplied by Management.
 6. To supply running water so that hot water is generated by an appliance within the exclusive control of the Resident and supplied by a direct utility connection.
 7. That Resident shall have the exclusive right to use and occupy Premises including the reasonable accommodation of Resident's guests and visitors and, with the consent of Management, may include care of foster children and live-in care of a member of Resident's family.
 8. To inspect Premises with Resident or his/her representative prior to the commencement of occupancy by Resident and prior to occupancy to provide Resident with a written statement of the condition of Premises and equipment to be signed by Resident and Management in accordance with the Inspection procedure located in the management office. A copy of the statement shall be retained in Resident's file. Deficiencies noted by Resident or Management in such inspection shall be remedied within twenty (20) days of the inspection. Management shall also inspect Premises and equipment at the time premises are vacated and provide Resident with an itemized notice of any charges to be made as provided by Section 5 of this Lease and in accordance with the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this Lease by reference. Provision for Resident's participation in the inspection shall be made in accordance with this Lease unless Resident has vacated without notice.

VII. Repairs to Premises

- A. If Premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of Resident and members of Resident's household:
1. Resident shall immediately notify Management and Maintenance of the damage.
 2. Management shall commence repairs within a reasonable time. If the damage was caused by Resident, Resident's household or guests, the reasonable cost of repairs in accordance with *Schedule of Charges for Maintenance and Repairs* incorporated in this Lease by reference will be charged to Resident.
 3. The Resident may protest charges by written stated submitted to Management.
 4. If the damage was not caused by Resident, members of Resident's household or guests and if necessary repairs cannot be completed so that it appears that Premises will not be available within 90 days, Management shall offer alternative ECHA temporary unit to Resident, if available.
- B. In the event that Premises are damaged to the extent that conditions are created which are of an emergency nature, hazardous to life, health or safety of Resident and members of Resident's household:
1. Resident shall immediately notify the ECHA Management Department and the Maintenance Department of the damage(s).
 2. Maintenance shall commence repairs to Premises within 24 hours of notification by the Resident.

VIII. Entry

- A. The request for maintenance by the Resident constitutes permission to enter the Premises whether or not the Resident is at home. If Resident and all adult members of Resident's household are

absent from Premises at the time of entry, Management shall leave on Premises a written statement specifying the date, time and purpose of entry prior to leaving Premises.

- B. Management shall be permitted to enter the Premises upon at least forty-eight (48) hours written notice delivered to Premises stating the purpose of the entry. Entry shall occur between the hours of 8:00 am and 8:00 pm, to perform routine inspections or preventive maintenance. Management may enter the unit upon request to make improvements or repairs. Management will give due consideration to any detrimental health risk before providing extermination service.
- C. Management may enter Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- D. Management may enter a unit, without prior notice, to perform special and unscheduled inspections for those Residents who have been placed on probation due to a housekeeping violation.

IX. Notice

- A. Except as otherwise provided in this Lease, any notice to Resident shall be in writing and delivered to Resident or to an adult member of Resident's household residing in Premises or sent by prepaid, first-class mail enclosed in an envelope, properly addressed to Resident.
- B. Notice of termination of this Lease shall be in writing and be by personal delivery or sent by prepaid, first-class mail or certified mail enclosed in an envelope, properly addressed to Resident.
- C. Notice to Management from the resident or the resident's representative shall be in writing, delivered to the management office or sent by prepaid, first-class mail enclosed in an envelope, properly addressed.

X. Termination

- A. Management shall not terminate or refuse to renew this Lease except for serious or repeated violations of material terms of this Lease such as failure to make payments due under the Lease or to fulfill the Resident's obligations set forth in Section 5 of this Lease or for other good cause, including but not limited to:
 1. Failure to pay all rent due on the 1st day of each month except as otherwise provided in *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this Lease by reference, such failure constitutes a default.
 2. Non-payment of a charge, other than for rent or legal costs, within fourteen (14) days of the date the charge was made unless otherwise provided in *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* incorporated in this Lease by reference.
 3. Two (2) occurrences of legal court proceedings initiated by ECHA against the resident for rent and other charges including but not limited to: utility bills, maintenance charges, late fees, legal costs and air conditioning surcharges.
 4. Community Service and Self-Sufficiency Community Service - ECHA shall refuse to renew the resident's 12-month lease for failure to satisfy this requirement.
 5. Residents of public housing shall have their leases terminated and be subject to expedited eviction for violent or drug-related criminal activity on or off the premises and felony convictions. Families evicted for drug-related or violent criminal activity are prohibited from being readmitted for 7 years to ECHA housing.
 6. Residents of public housing shall have their leases terminated and be subject to expedited eviction for the arrest and/or conviction for manufacturing and/or producing methamphetamine by any member of their household or if such activity takes place in the premises. A resident evicted for this lease violation shall never be readmitted to ECHA housing.
 7. Resident failed to conduct himself/herself and require other persons on the Premises with his consent to conduct themselves in a manner that did not disturb his neighbors' peaceful enjoyment of the premises or the resident acted in a manner that threatens the health or safety of any other resident(s) or employee(s) of the ECHA.* If the activity is not criminal and is not willful, then in the event that the incident is remediable and an emergency does not exist, written notice of the incident shall be given and the Resident shall correct the

incident within seventy-two (72) hours. Any subsequent incident of a like nature may result in termination and a police report shall be filed. *See Sec. 5 Paragraph 21.

8. Resident has caused or allowed serious damage or injury to Premises by Resident, household member, or guest.
 9. Resident has failed or refused to appear at the recertification interview or failed or refused to furnish accurate information for regular or interim predetermination to be made pursuant to Section 4 of this Lease, after written requests therefore.
 10. Resident has misrepresented to Management material facts on which admission and continued occupancy or rent is based.
 11. Resident has failed or refused to move to another dwelling unit or to move from Management-owned dwelling units when determined necessary by Management.
 12. ~~When utility services have been discontinued because of non-payment of amount due to any utility provider.~~
 13. Resident has been absent continuously in excess of thirty (30) days without proper consent of management.
- B. Resident shall receive the following types of termination notices within the following time period:
1. Within fourteen (14) days when termination is for failure to pay rent.
 2. Within a reasonable time after notice of termination, which time span shall be specified by Management, and, which, if practical, shall not be less than twenty-four (24) hours but not more than seventy-two (72) hours depending on the urgency of the situation in the case of a threat to the life, health or safety of other Residents or Management's employees or criminal activities. The exact time span shall be specified by Management.
 3. Within 72 hours for the disconnection of utility services.
 4. Within thirty (30) days after notice in all other cases.
- C. Resident shall have the absolute right to redeem Premises and continue occupancy under this Lease, if, prior to the time stated in the "fourteen day notice" served for execution of the eviction order, Resident pays to Management at management office all past due rent and the costs incurred.
- D. This Lease may be terminated by Resident by giving thirty (30) days advance written notice to Management. Management will schedule a move-out inspection at the time of the notice. The resident is required to attend the move-out inspection as per the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing*. If the Resident elects not to attend the move-out inspection, the ECHA reserves the right to assess charges based on the condition of the premises at the time of the inspection and proceed to collect the assessed charges. Failure of the resident to clear charges assessed as a result of the move-out inspection and other charges is a basis for the ECHA's refusal to lease any premises to the resident and household members at any future time.

XI. Abandonment and Abandoned Property

- A. The ECHA may take possession of the Premises after Resident has moved out, whether by eviction through judicial process or by abandonment. A unit shall be considered abandoned if the unit is no longer occupied by a member of the lease household. To be considered a member of the lease household, the occupant's name must appear on the lease. The payment of rent without a lease member occupying the unit shall be considered abandonment. If there are reasonable grounds to question whether or not the Resident has moved out, the ECHA may secure the Premises against vandalism and a notice of possession and planned entry will be delivered or attached to the Premises. If there is no response to this notice after 48 hours, the ECHA shall conclude that Resident has vacated the unit and ECHA will conduct a move out inspection. At that time, a move-out inspection will be conducted. At the time of the move-out inspection, the ECHA will take a complete inventory of all

personal property left in the unit by the vacating resident. If, during the inspection it is found that belongings and/or furnishings have been left in the unit, such personal property will be deemed "abandoned", and the cost to remove, and/or dispose of these belongings and/or furnishings will be charged to the resident.

- B. The ECHA may remove any of the Resident's property left in the Premises or the Development when Resident vacates the unit. The ECHA shall claim against the resident for reasonable costs and expenses incurred as a result of the removal of the abandoned property.
- C. Nothing in this section shall limit the ECHA's right to immediately dispose of trash or other property if it is determined to be of no value.

XII. Non-Liability

Tenant acknowledges that any security measures provided by the ECHA do not constitute a guarantee against crime or a guarantee that such measures will result in the reduction of the risk of crime. The ECHA will not be liable to any Tenant, household member, or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons: including theft, burglary, assault, vandalism, or other crimes. The ECHA will not be liable to Tenant, any household member, or guest for personal injury or damage or loss to personal property from fire, water leaks, explosives, Acts of War, or Acts of God; including rain, hail, ice, snow, smoke, lighting, wind, and interruption of utilities. ECHA shall not be liable for any damage or injury either to personal or property sustained by Resident or any other persons due to the development buildings, including the premises, or any appurtenances thereof becoming out of repair, or for any injury or damage occasioned by or from elevators, electricity, hot or cold water, steam or compressed air, or the appliances for the conveyance of either or any of said elements or substances or elements or by sewage or sewer gas, or from bursting, leaking, running or failing to run, overflow or stoppage of any pipes of any kind, or of either connections or attachments or from any injury or damage occasioned by or from water, snow or ice, nor for any injury or damage arising from or occasioned by the acts of another resident or other persons. Resident is responsible for acquiring and maintaining insurance on Resident's personal property. Tenant understands and agrees that ECHA's insurance provides no coverage for Resident's property. The ECHA will not furnish security personnel, security lighting, security gates or fences, or other forms of security, except as required by statute. If such security measures are provided, Tenant acknowledges it is specifically for the protection of ECHA property. Tenant will hold the ECHA harmless and indemnify the ECHA from all liability arising from said services. If information regarding Tenant, Tenant's rental history, or any household member is requested by a third party for law enforcement purposes, Tenant authorizes the ECHA to provide said information requested.

XIII. Controlling Law

Provisions of this Lease that are in compliance with federal statute and/or regulations of the U.S. Department of Housing and Urban Development shall be controlling.

XIV. Non-waiver of Rights

The failure of Management or Resident to exercise any right or remedy as provided in this Lease shall not affect the right to do so at any later date for similar or other causes.

XV. Resident Grievance Procedure

Except in instances where the *Grievance Procedure* is not applicable, all disputes concerning the obligations of Resident or Management under this Lease shall be resolved in accordance with the *Grievance Procedure* included in the *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing*, incorporated in this Lease by reference.

Whenever Management takes action materially affecting Resident, if requested by Resident, it shall fully and meaningfully inform Resident of Resident's rights under the *Grievance Procedure* and the steps necessary to secure those rights.

The ECHA shall exercise its right to exclude the most serious violations from the grievance procedure. This includes: Any criminal activity that threatens the health and safety, or right to peaceful enjoyment of the premises of other residents or employees of the ECHA; any violent or drug criminal activity on or off such premises; any criminal activity that resulted in felony conviction of a household member; resident's right to Trial De Novo and judicial review.

Nothing contained in the ECHA grievance procedure shall constitute a waiver of the resident's right to a Trial De

Novo or judicial review in any court action.

XVI. Complete Agreement

- A. This Lease, together with the documents incorporated by reference in Section 2 of this Lease, evidences the entire agreement between Management and Resident.
- B. This Lease may be modified from time to time by Management, provided Management shall:
 - 1. Deliver to Resident or send to Resident at least sixty (60) days written notice setting forth the proposed modifications, and providing the Resident an opportunity to present written comments which Management shall take into consideration prior to adoption of the proposed modifications; and
 - 2. Post a copy of such notice in the management office where it shall be available for inspection by Resident during normal business hours.
 - 3. A written rider to the Lease is required for all revisions to the Lease. The ECHA shall terminate the tenancy if the tenant refuses to sign a Lease rider within 15 calendar days following the last date of the 60 day notice to tenants and resident organizations
- C. The documents incorporated by reference may be modified from time to time by Management as provided by applicable regulations.
- D. Any predetermination of rent shall be made in accordance with the provisions of the ECHA's *Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing* and notice shall be given as provided in that section.
- E. Any modification of this Lease must be accompanied by a written rider to this Lease executed by Management and Resident to evidence notice of the modification. Refusal of the Resident to execute the modification after having been given the opportunity to do so shall not prevent the modification from becoming effective.

XVII. Severability

In the event that a court of competent jurisdiction invalidates any portion of this Lease, that portion shall be severed and the remainder shall continue in full force and effect.

THE DWELLING LEASE AGREEMENT

Terms, Conditions, and Contract

CONTRACT

THIS AGREEMENT is executed this 1st day of May, 2015, by and between the East Chicago Housing Authority herein called "Management" or "ECHA" and Lashawnda D. Walker, herein called "Resident",

- 1) Unit: Management, relying upon the representations of the Resident as to the Resident's income, household composition and housing need, leases to the Resident upon the Terms and Conditions set forth in this Lease Agreement, the dwelling unit described below:

Street Address (herein called the "Premises")	406 E. 150 th Place
Development Name: West Calumet Complex	AMP 3 Development Site: 29-6
Unit #724	Bedrooms #3

- 2) Household Composition: Resident shall provide a list of all occupants of the unit and certifies that neither Resident nor any member of Resident's household listed below is subject to a life-time registration requirement under a state sex offender registration program and/or convicted of manufacturing or producing methamphetamine while on the property of federally assisted housing. (See 24CFR 960.204)

All family members of the household shall be listed below. Except for the Head of Household or Spouse, each household member should be listed by age, oldest to youngest. The dwelling unit is leased for the sole use and occupancy of Resident and the members of Resident's household ("Household Members") listed below. Resident must receive the written approval of the ECHA for any changes to the household members.

Members of the Household

Name	Relationship to Head of Household	Date of Birth	Age	Social Security Number
Lashawnda D. Walker	H.O.H.	12/03/1983	31	[REDACTED]
[REDACTED]	Son	05/09/2003	12	[REDACTED]
[REDACTED]	Daughter	02/16/2005	10	[REDACTED]
[REDACTED]	Son	03/13/2006	9	[REDACTED]

- 3) Term: Management hereby leases to Resident the Premises for the term beginning on May 1st, 2015.
- 4) Rent:
- A monthly rental of \$N/A If applicable, the tenant shall receive the benefit of (\$-52.00) from PHA for utility reimbursement paid to the utility supplier. Prorated rent for this initial period is \$N/A and is due and payable upon execution of this Lease; or prorated utility reimbursement \$N/A.
 - Prorated rent for Move-out will be based upon 30 days.
 - Unless terminated as provided in Section 10, this Lease renews itself from month to month on the same terms and conditions and at the monthly rental of \$N/A, payable in advance on the first day of each month. A utility reimbursement of (\$-52.00) per month (if applicable) shall be paid to the utility supplier by PHA for the tenant. Rent may be changed as provided in this Lease.

THE DWELLING LEASE AGREEMENT

Terms, Conditions, and Contract

- 5) Security Deposit: A security deposit must be paid prior to occupancy or, when agreed to by the ECHA. The security deposit may be paid in the amount of **\$300.00** prior to occupancy and by installment payment in the amount of \$N/A per month payment due the first day of the second month of occupancy for a total payment of **\$300.00**. Failure to pay the security deposit per agreement shall be grounds for eviction. The security deposit shall not be used to pay charges during occupancy.
- 6) Surcharge for ECHA furnished utilities: An additional charge of \$N/A annually will be payable for air conditioning usage. (Refer to House Rules)
- 7) Care of the Grounds: Specific Resident responsibilities for the care of the grounds and/or unit in compliance with the appropriate policy and procedures incorporated here by reference are:

<input type="checkbox"/> Hallways	<input type="checkbox"/> Lawn care including mowing
<input type="checkbox"/> Snow removal	<input type="checkbox"/> Raking/disposal of leaves and pickup trash
<input type="checkbox"/> Proper care of Appliances	<input type="checkbox"/> Trash receptacles

8) Resident's Certification: I, ~~Lashawnda D. Walker~~ hereby certify that I and other members of my household have not fraudulently provided any information that is untrue and may disqualify me for admission and continued occupancy for the federal housing assistance program. This includes but is not limited to information concerning income, assets, family composition, social security numbers, local preference(s), allowances, medical expenses, or previous resident history or criminal history.

I/We also certify that I have been informed by Management and understand the information concerning the following policies, procedures and provisions indicated below:

- | | |
|--|--|
| <input type="checkbox"/> The Dwelling Lease Agreement | <input type="checkbox"/> Move-in/Move-out Procedures |
| <input type="checkbox"/> Statement of Policies Governing Admission and Continued Occupancy of HUD Aided Low-Rent Housing including the One Strike and You're Out Policy, Pet Policy, and Rent Collection | <input type="checkbox"/> Vehicle Enforcement Procedure |
| <input type="checkbox"/> "Protect Your Family from Lead in the Home" | <input type="checkbox"/> Extermination Procedures |
| <input type="checkbox"/> Debts Owed to PHA's and terminations – HUD form 52675 | <input type="checkbox"/> What you should know about EIV? |
| <input type="checkbox"/> Schedule of Charges for Maintenance and Repairs | <input type="checkbox"/> Housekeeping Standards |
| | <input type="checkbox"/> Guest Procedures |

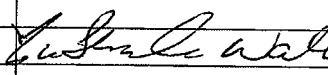
All policies, procedures and provisions listed above are incorporated in this Lease by reference and may be viewed at all development management offices during the hours of 8 a.m. and 3 p.m. weekdays except for holidays. Additionally, from time to time, the ECHA may adopt additional policies and procedures affecting this Lease. The ECHA shall amend this Lease unilaterally by written issuance of such changes.

- 9) Notice of Policies and Procedures: I/We acknowledge that the ECHA may change or add to information concerning my tenancy from time to time. I have been advised of my right to comment on these changes or additions within sixty days (60) of notice of the ECHA intent to change or add. I have been advised of the locations of policies and procedures concerning my tenancy with the ECHA.
- 10) Amendment to Lease: From time to time, this lease may be amended in writing by the ECHA and the Resident.

Please note that the Lease provides that the ECHA may modify the lease at any time during the Lease term, so long as it allows a 60-day notice to tenants and resident organizations and consideration of their comments before adopting any new lease form or revision to the Lease. A written rider to the Lease is required for all revisions to the Lease. The ECHA shall terminate the tenancy if the tenant refuses to sign a Lease rider within 15 calendar days following the last date of the 60-day notice to tenants and resident organizations.

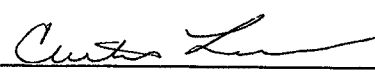
- 11) Execution: **By Resident's signature below, Resident and household, acknowledge that the provisions of this Lease Agreement have been received, thoroughly explained, understood, and agree to the Terms and Conditions of this Lease and House Rules of this Lease and all additional agreements made part thereof by reference.**

In Witness Hereof, the Parties have executed this Lease Agreement this 1st day of May, 2015.

Resident		Resident's Signature	Date
Head of Household	Lashawnda D. Walker		5-1-2015
Co-tenant			
Co-tenant			
Co-tenant			
Co-tenant			
Co-tenant			

East Chicago Housing Authority

Representative Name: Curtis Lewis, Intake Specialist

Signature: 

Date: May 1, 2015